

# EXHIBIT F

This instrument prepared by and after recording return to:

Philip Danze

McGuire, Craddock & Strother, P.C.

2501 N. Harwood, Suite 1800

Dallas, Texas 75201

**ASSIGNMENT AND ASSUMPTION AGREEMENT**

This Assignment and Assumption Agreement (this "Assignment") is entered into by and between RANGERS BALLPARK LLC, a Texas limited liability company ("Assignor"), and TEXAS RANGERS BASEBALL PARTNERS, a Texas general partnership ("Assignee"). Capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the Lease (as hereinafter defined).

**WITNESSETH:**

WHEREAS, Assignor is a direct, wholly-owned subsidiary of Assignee;

WHEREAS, Assignee owns and operates the Texas Rangers Major League Baseball Club, a professional baseball team that is a Major League Club;

WHEREAS, Ballpark Real Estate, L.P., a Texas limited partnership ("BRE"), became the sublessor under that certain Amended and Restated Sublease Agreement, dated as of June 16, 1998, effective as of January 1, 1995, between D/S Real Estate, Inc. as sublessor, and Assignee, as sublessee, (the "Club Sublease"), pursuant to that certain Assignment and Assumption Agreement dated as of June 16, 1998, by and between D/S Real Estate Inc., as assignor and BRE as assignee, as amended by that certain Amendment No. 1 to Amended and Restated Sublease Agreement dated as of October 30, 2001, by and between BRE and Assignee;

WHEREAS, BRE and Assignee assigned to Assignor all the rights and benefits of BRE and Assignee, respectively, in and to the Club Sublease by an Assignment of Sublease dated June 12, 2007, and, after giving effect to such assignment, Assignor held the sublessor's and sublessee's interest in the Club Sublease;

WHEREAS, on June 13, 2007, Arlington Sports Facilities Development Authority, Inc., as lessor, and Assignor, as lessee, entered into that certain Ballpark Lease Agreement, as amended by that certain First Amendment to Ballpark Lease Agreement dated February 12, 2009, and further amended by that certain Second Amendment to Ballpark Lease Agreement dated May 13, 2010 (collectively, the "Lease"), covering certain real property and improvements situated in the City of Arlington, Tarrant County, Texas, the legal description for which is attached hereto as Exhibit "A";

WHEREAS, contemporaneously with the execution and delivery of the Lease, Assignor merged the subleasehold estate held by Assignor under the Club Sublease into its leasehold estate under the Lease, as set forth in Section 14.19 of the Lease;

WHEREAS, Assignee operates the Ballpark pursuant to the terms of the Lease; and

WHEREAS, Assignor desires to (i) assign all the rights and benefits of Assignor in and to the Lease and to the contracts set forth on Schedule 1 hereto (collectively, the "Contracts") to Assignee, (ii) assign all obligations and liabilities of Assignor arising from or related to the Lease and the Contracts to Assignee, and Assignee desires to (a) accept all of Assignor's rights and benefits in the Lease and (b) assume all of Assignor's obligations and liabilities arising under the Contracts.

NOW, THEREFORE, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration paid by Assignee to Assignor, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. Assignment. Assignor does hereby GRANT, SELL, ASSIGN, TRANSFER, SET OVER, CONVEY and DELIVER unto Assignee, its legal representatives, successors and assigns, all the rights, title and interest of Assignor in the Contracts and the Lease.

2. Acceptance and Assumption. Assignee hereby accepts the assignment of the Contracts and of Assignor's interest as tenant under the Lease from Assignor, and assumes and undertakes, and agrees to pay, perform and satisfy in full, all obligations and liabilities of Assignor arising from or related to the Contracts and all obligations of Assignor as tenant under the Lease.

3. Successors and Assigns. This Assignment is binding upon and shall inure to the benefit of the parties hereto, and their respective legal representatives, successors and assigns.

5. Further Assurances. Assignor and Assignee shall execute, acknowledge and deliver all such further conveyances, notices, assumptions, releases and acquittances and such other instruments, and shall take such further actions, as may be reasonably necessary or appropriate to fully consummate the assignment contemplated herein.

\* \* \* \* \*

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

EXECUTED to be effective as of the 22<sup>nd</sup> day of May, 2010.

**ASSIGNOR:**

**RANGERS BALLPARK LLC,**  
a Texas limited liability company

By: \_\_\_\_\_

Name: Thomas O. Hicks, Jr.

Title: Executive Vice President

**ASSIGNEE:**

**TEXAS RANGERS BASEBALL PARTNERS,**  
a Texas general partnership

By: Rangers Equity Holdings GP, LLC,  
its managing partner

By: \_\_\_\_\_

Name: Thomas O. Hicks, Jr.

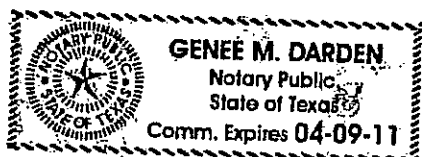
Title: Executive Vice President

THE STATE OF TEXAS

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COUNTY OF DALLAS

This instrument was acknowledged before me on the 22<sup>nd</sup> day of May, 2010, by Thomas O. Hicks, Jr., Executive Vice President of Rangers Ballpark LLC, a Texas limited liability company, on behalf of such limited liability company.



Genee Darden

Notary Public – State of Texas

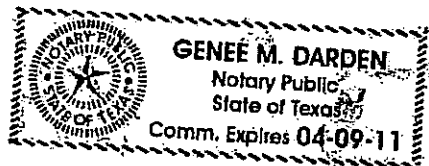
My Commission Expires: 4-9-11

THE STATE OF TEXAS

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COUNTY OF DALLAS

This instrument was acknowledged before me on the 22<sup>nd</sup> day of May, 2010, by Thomas O. Hicks, Jr., Executive Vice President of Rangers Equity Holdings GP, LLC, a Texas limited liability company, in its capacity as managing partner of Texas Rangers Baseball Partners, a Texas general partnership, on behalf of such limited liability company and partnership.



Genee Darden

Notary Public – State of Texas

My Commission Expires: 4-9-11

**Exhibit A**

Lot 1, Block A of The Ballpark Addition of the City of Arlington, as shown on that replat of Block A of The Ballpark Addition filed in Cabinet A, Slide 8673A, in the plat records of Tarrant County, Texas, LESS AND EXCEPT (i) the centerfield office building (and the land on which it is situated) having an address of 1000 Ballpark Way, City of Arlington, and (ii) any portion of Lot 1, Block A that lies within a public right-of-way. Lot 1, Block A is bounded on the east side by Ballpark Way, bounded on the south side by East Randol Mill Road, bounded on the west side by Nolan Ryan Expressway and bounded on the north side by The Road to Six Flags.

**SCHEDULE 1**

1. Second Amended and Restated Escrow Agreement, dated as of June 13, 2007, by and among Assignor, Assignee, Arlington Sports Facilities Development Authority, Inc. and Bank of New York Trust Company, N.A.
2. Structure Lease Agreement, dated as of August 26, 2009, by and between Assignor and AT&T Mobility Texas LLC.
3. Omnibus Amendment made by and between Arlington Sports Facilities Development Authority, Inc., BRE, The City of Arlington, Assignee, Emerald Diamond, L.P. and Assignor, dated as of 6/13/2007, recorded 6/14/2007 as Document No. D207206990 of the Real Property Records of Tarrant County, Texas, as affected by that certain First Modification to Omnibus Amendment dated as of 8/7/2009, recorded 8/14/2009 as Document No. D208218855 of the Real Property Records of Tarrant County, Texas.
4. Rights, if any to that certain Food and Beverage Concessions Agreement, dated December 14, 1993, by and among B/R Rangers Associates, Ltd., Rangers Ballpark, Inc., Metroplex Sportservice, Inc., Sportservice Corp. and Delaware North Companies Incorporated, as amended by that certain Letter Agreement, dated as of August 7, 1994, by and among B/R Associates, Ltd., Rangers Ballpark, Inc., Metroplex Sportservice, Inc., Sportservice Corporation and Delaware North Companies, Incorporated, as further amended by that certain Letter Agreement, dated as of September 8, 1994, by and among B/R Rangers Associates, Ltd., Rangers Ballpark, Inc., Metroplex Sportservice, Inc., Sportservice Corp. and Delaware North Companies Incorporated, as further amended by that certain Amendment to Food and Beverage Contract, dated as of April 10, 1995, by and among Rangers GP, Rangers Ballpark, Inc., Metroplex Sportservice, Inc., Sportservice Corporation, and Delaware North Companies Incorporated, as further amended by that certain Amendment to Food and Beverage Contract, dated as of November 15, 1995, by and among Rangers GP, Rangers Ballpark, Inc., Metroplex Sportservice, Inc., Sportservice Corporation and Delaware North Companies, Incorporated, as further amended by that certain Letter Agreement, dated as of September 1, 2000, by and among Rangers GP, Rangers Ballpark, Inc., Metroplex Sportservice, Inc., Sportservice Corporation and Delaware North Companies, Incorporated, as further amended by that certain Amendment to Food and Beverage Concession Contract, dated as of October 29, 2002, by and among Rangers GP, BRE, Metroplex Sportservice, Inc. and Sportservice Corporation, as further amended by that certain Amendment to Food and Beverage Concession Contract, dated as of February 2005, by and among Rangers GP, BRE, Metroplex Sportservice, Inc. and Sportservice Corporation, as further amended by that certain Amendment to Food and Beverage Concession Contract, dated as of April 20, 2007, by and among Rangers GP, BRE, Metroplex Sportservice, Inc. and Sportservice Corporation, as further amended by that certain Amendment to Food and Beverage Concession Contract, dated as of November 28, 2007, by and among Rangers GP, BRE, Metroplex Sportservice, Inc. and Sportservice Corporation, as further amended by that certain Amendment to Food and Beverage Concession Contract, dated as of August 29, 2009, by and among Rangers GP, BRE, Metroplex Sportservice, Inc. and Sportservice Corporation.